

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
EASTERN DIVISION

COLLEEN BIRDNOW BROWN,)	CASE NO. _____
)	
Plaintiff,)	COMPLAINT
)	
v.)	JURY TRIAL DEMANDED
)	
EMMIS COMMUNICATIONS, INC.; AND)	
LEE ENTERPRISES, INC.,)	
)	
Defendant.)	

Plaintiff states the following in support of her Complaint against Defendant, Emmis Communications, Inc. and Lee Enterprises, Inc.:

JURISDICTION/VENUE

1. Plaintiff is a Citizen of the State of Texas.
2. Defendant Lee Enterprises, Inc. ("Lee") is a Delaware corporation with its principal place of business in Scott County, Iowa.
3. Defendant Emmis Communications, Inc. ("Emmis") is an Indiana corporation, with its principal place of business in Indianapolis, Indiana.
4. The amount in controversy in this action exceeds the sum or value of \$75,000.
5. This Court has jurisdiction of this matter pursuant to 28 U.S.C. § 1332(a).
6. Venue in this Court is appropriate pursuant to 28 U.S.C. § 1391(a)(2).
7. Plaintiff's cause of action arises from an employment contract entered in Davenport, Scott County, Iowa that was to be performed in Davenport, Scott County, Iowa.

FILED 3/12/01 3:05:15 PM, USDC, Southern District of Iowa

COUNT I BREACH OF CONTRACT

8. Plaintiff entered an agreement with Lee dated March 1, 2000 (the "Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference, whereby Plaintiff agreed to provide certain services as an employee to Lee, and Lee agreed to provide certain compensation and other consideration to Plaintiff.

9. The Agreement contemplated that Lee may be involved in a "Business Combination" during the term of Plaintiff's employment, and the Agreement was designed to offer compensation and benefits to Plaintiff in the event that her employment was terminated or if there was a "Business Combination."

10. In or around September of 2000, Lee entered an agreement with Emmis, whereby Emmis would acquire control of the broadcast division of Lee (the "Acquisition").

11. Emmis notified Plaintiff on September 26, 2000 orally that, in connection with the Acquisition, she would not be retained as an employee.

12. On or around September 28, 2000, Emmis further indicated, in a letter that is attached hereto as Exhibit B, that, in connection with the Acquisition, Emmis would not offer Plaintiff continued employment.

13. On October 1, 2000, Emmis delivered to Plaintiff further notice of her termination.

14. Defendant Emmis has paid Plaintiff \$570,000.00 in purported satisfaction of its obligations under the Agreement.

15. Plaintiff was terminated at the request of Emmis and in connection with the "Business Combination" between Lee and Emmis.

16. Pursuant to the terms of the Agreement, Defendant Lee is obligated to pay Plaintiff \$929,100.00. Plaintiff is owed \$359,100.00, plus interest as set forth in the Agreement.

17. On information and belief, Emmis has assumed and obligated itself to the payment of all amounts due Plaintiff under the Agreement.

18. Plaintiff has fully complied with all terms, conditions, and obligations under the Agreement.

19. Paragraph 8 of the Agreement requires Lee to pay, as they are incurred, Plaintiff's legal fees incurred in bringing any action to enforce the Agreement, regardless of the result of such action.

WHEREFORE, Plaintiff asks that this Court enter judgment in her favor, and against Defendants, requiring Defendants to forthwith pay to Plaintiff all amounts still owing her under the Agreement, with interest thereon; that this Court award Plaintiff her costs and attorneys' fees incurred in bringing this action, with interest thereon; and that this Court grant such other and further relief as it deems just and appropriate in the circumstances.

COUNT II: RECOVERY PURSUANT TO IOWA CODE SECTION 91A

20. The amounts owing Plaintiff by Defendant Lee are "wages" under Iowa Code Section 91A.2(7).

21. Defendants have intentionally failed to pay Plaintiff wages owing Plaintiff.

WHEREFORE, Plaintiff asks that, pursuant to Iowa Code Chapter 91A, this Court enter judgment in her favor, and against Defendant Lee, requiring Defendant Lee to forthwith pay to Plaintiff all amounts still owing her under the Agreement, with interest thereon; that this Court award Plaintiff her costs and attorneys' fees incurred in bringing this action, with interest thereon; that this Court award

Plaintiff liquidated damages pursuant to Iowa Code Section 91A.8; and that this Court grant such other and further relief as it deems just and appropriate in the circumstances.

JURY TRIAL DEMANDED

22. Plaintiff demands a jury trial of all fact issues presented in this case.

BELIN LAMSON McCORMICK ZUMBACH
FLYNN, A Professional Corporation

By _____/s/_____
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